

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Baker, et al.

Docket No.: 39740-0005A

Serial No.: 10/714,195

Group Art Unit: 1634

Filing Date: November 14, 2003

Examiner: Unassigned

For: GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER

MS: Petitions

Commissioner for Patents
P.O. Box 1450
Alexandra, VA 22313-1450

**STATEMENT BY PERSON SIGNING ON BEHALF OF
NON-SIGNING INVENTOR (37 C.F.R. §1.47)**

Dear Sir:

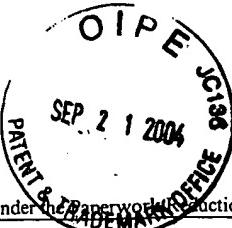
As a result of an Assignment signed by Joffre B. Baker, Maureen T. Cronin and Steve Shak, a copy of which is enclosed, Genomic Health, Inc. is the assignee of the above-identified patent application, and as such, has a proprietary interest in the above-identified patent application. The remaining inventor, Jose Baselga, is under obligation to assign his rights to Genomic Health, Inc., pertinent to a Material and Data Transfer Agreement between Genomic Health, Inc., and Vall D'Hebron Hospital General (Barcelona, Spain).

The invention claimed in the above-identified patent application pertains to the core technology of Genomic Health, Inc. The filing of this application on November 14, 2003 was necessary to secure protection for this core technology, and to claim priority to earlier filed provisional application No. 60/417,090, filed on November 15, 2002. As a result, failing to effect this filing would have caused irreparable damage to Genomic Health, Inc.

Date: September 17, 2004



Randy Scott, Ph.D.
Chairman and CEO
Genomic Health, Inc.
(On behalf of non-signing inventor)



COPY

PTO/SB/15 (8-96)

Approved for use through 9/30/98. OMB 0651-0027

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

ASSIGNMENT OF APPLICATION

Docket Number 39740-0005A

Whereas, the undersigned:

Joffre B. Baker
1400 Avery Street
Montara, CA

Maureen T. Cronin
771 Anderson Avenue
Los Altos, CA 94024

Steve Shak
648 Fairway Circle
Hillsborough, CA 94010

hereinafter termed "Inventors", have invented certain new and useful improvements in

GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER

- for which an application for United States Patent was filed on November 14, 2004, Application No. 10/714,195
 for which an application for a United States Patent was executed on _____, and

WHEREAS, GENOMIC HEALTH, a corporation having a place of business at 301 Penobscot Drive, Redwood City, CA 94063, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

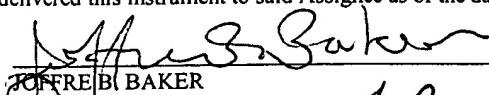
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

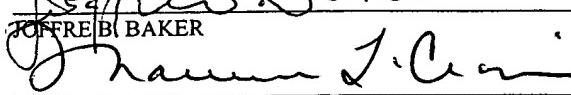
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 5/28/04


JOFFRE B. BAKER

Date: 6/1/04


MAUREEN T. CRONIN

Date: 5/28/04


STEVE SHAK